

CONFIDENTIAL

5000400354

Reg Office/NOIC

NEGOTIATED CONTRACT (SUPPLIES AND SERVICES)

REQUISITION OR OTHER PURCHASE AUTHORITY

25X1A

CONTRACT/TASK ORDER NO.

L. Step.

998245

NAME

ISSUING OFFICE (Sections A & E attached)

25X1A

ADDRESS

Post Office Box 8043
Southwest Station
Washington, D. C. 20024

NAME

CONTRACTOR

25X1A

ADDRESS

25X1A

CONTRACT FOR

Design and fabrication of two (2) Universal Data Block
Readers (Magnetic Tape Output)

AMOUNT

APPROPRIATION AND OTHER ADMINISTRATIVE DATA

25X1A

30 JUN 1965

This negotiated contract is entered into pursuant to statutory authority and any required determination and findings have been made.

This contract is entered into, by and between the United States of America, hereinafter called the Government, represented by the Contracting Officer executing this contract, and above named Contractor who is an ☐ Individual, ☐ Partnership, ☐ Corporation, incorporated in the State of _____, hereinafter called the Contractor.

The parties hereto agree that the Contractor shall furnish the facilities and deliver all supplies and perform all the services set forth in the attached Schedule, or Task Orders, issued hereunder, for the consideration stated therein.

The rights and obligations of the parties to this contract shall be subject to and governed by the terms and conditions on the reverse hereof, attached Schedule and General Provisions. To the extent of any inconsistency between the Schedule and General Provisions, and any specifications or other provisions which are made a part of the contract by reference or otherwise, the Schedule and the General Provisions shall control. To the extent of any inconsistency between the Schedule and the General Provisions, the Schedule shall control.

The Contractor represents (a) that it ☐ is, ☐ is not, a small business concern. For this purpose, a small business concern is a concern that (i) is not dominant in its field of operation and, with its affiliates, employs fewer than 500 employees, or (ii) is certified as a small business concern by the Small Business Administration. (See Code of Federal Reg., Title 13, Ch. II, Part 103, 21 Fed. Reg. 9708, which contains the detailed definition and related procedures.), (b) that it ☐ has, ☐ has not, previously been denied a Small Business Certificate by the Small Business Administration, and (c) if offeror is a regular dealer, it also represents that all supplies to be furnished hereunder ☐ will, ☐ will not be manufactured or produced in the United States or its territories or possessions by a small business manufacturer or producer; and, further, makes the representations regarding continuing or other fees, set forth on the reverse hereof.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of 30 June 1965.

SIGNATURES (Type or print all names under all signatures)

CONTRACTOR

THE UNITED STATES OF AMERICA

25X1A

25X1A

BY

BY

TITLE

CONTRACTING OFFICER

WITNESSES (In case of corporation, witnesses not required, but certificate on the reverse must be completed.)

DECLASS REVIEW by NIMA/DOD

NOTICE

This material contains information affecting the National Defense of the United States within the meaning of the Espionage Laws, Title 18, U.S.C. Secs. 793 and 794, the transmission or revelation of which in any manner to an unauthorized person is prohibited by law.

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SECURITY NOTE

This contract and correspondence relating thereto must be handled in strict accordance with classified handling and storage instructions furnished the contractor under separate cover by the procuring activity.

NOTE: Contractor, if a corporation, should cause the following certificate to be executed under its corporate seal, provided that the same officer shall not execute both the contract and the certificate.

CERTIFICATE

I, _____, certify that I am the _____ of the corporation named as Contractor herein; that _____, who signed this contract on behalf of the Contractor, was then _____ of said corporation; that said contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

(SIGNATURE) (Corporate Seal)

CONTRACTOR'S STATEMENT OF CONTINGENT OR OTHER FEES

The Contractor represents: (a) that he ☐ has, ☐ has not, employed or retained any company or person (other than a full-time bona fide employee working solely for the Contractor) to solicit or secure this contract; and (b) that he ☐ has, ☐ has not, paid or agreed to pay to any company or person (other than a full-time bona fide employee working solely for the Contractor) any fee, commission, percentage or brokerage fee, contingent upon or resulting from the award of this contract, and agrees to furnish information relating thereto as requested by the Contracting Officer. (Note: For interpretation of the representation, including the term "bona fide employee," see General Services Administration Regulations, Title 41, Secs. 150.7 and 150.5(d), Fed. Reg. Dec. 31, 1952, Vol. 17, No. 253.)

TERMS AND CONDITIONS

1. SELLER'S INVOICES -- Invoices shall be prepared and submitted in triplicate unless otherwise specified. Invoices shall contain the following information: Contract number, Order number (if any), Item number; contract description of supplies or services, sizes, quantities, unit prices, and extended totals. Bill of lading number and weight of shipment will be shown for shipments made on Government bills of lading. The Contractor or his authorized representative will sign ONLY the original (ribbon typed copy, if typed). When the invoice is signed or receipted in the name of a company or corporation the name of the person signing, as well as the capacity in which he signs, must appear. For example: "John Doe Company, by John Smith, Secretary," "Treasurer," or as the case may be.

2. LABOR INFORMATION -- Attention is invited to the possibility that wage determinations may have been made under the Walsh-Healey Public Contracts Act providing minimum wages for employees engaged in the manufacture for sale to the Government of the supplies covered by this contract. Information in this connection, as well as general information as to the requirements of the act concerning overtime payment, child labor, safety and health provisions, etc. may be obtained from Wage and Hour and Public Contracts Division, Department of Labor, Washington 25, D. C.

3. DISCOUNTS: In connection with any discount offered, time will be computed from date of delivery of the supplies to carrier when delivery and acceptance are at point of origin or from date of delivery at destination or port of embarkation when delivery and acceptance are at either of those points, or from date correct invoice or voucher (properly certified by the Contractor) is received in the office specified by the Government if the latter date is later than the date of delivery.

4. SAMPLES: Samples of items, when required, must be submitted within the time specified and at no expense to the Government. If not destroyed by testing, they will be returned at Contractor's request and expense, unless otherwise specified in the Schedule.

5. GOVERNMENT-FURNISHED PROPERTY -- No material, labor, or facilities will be furnished by the Government unless otherwise provided in the Schedule.

6. AGENTS -- Contracts signed by an agent must be accompanied by evidence of his authority.

7. ALTERATIONS -- Any alterations in this contract made by the Contractor must be initialed by both the Contractor and Contracting Officer.

8. MISTAKES -- Contractors are expected to examine the drawings, specifications, circulars, schedule and all instructions pertaining to the supplies or services. Failure to do so will be at the Contractor's risk. In case of mistake in extension of price the unit price will govern.

C O N F I D E N T I A L

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SCOPE OF WORK:

The Contractor shall design and fabricate two (2) Universal Data Block Readers (Magnetic Tape Output) in accordance with the Contractor's proposal entitled Film Data Reader, PR-09, dated 8 March 1965, as revised by the Contractor's letter and proposal of 28 May 1965, said proposal, as revised, being incorporated herein by reference and made a part of this contract. It is specifically understood and agreed that the proposal is inclusive of Option "B" only. Option "A" requirements are deleted.

PERFORMANCE OF CONTRACT:

The contract shall be performed in two (2) phases as set forth herein:

Phase I

Preliminary Design, Breadboarding and Final Design Development.

At the completion of Phase I, estimated to be 30 November 1965, a Final Design Report will be submitted for evaluation by the Technical Representative of the Contracting Officer. Thereafter, a further period of thirty (30) days will be required by the Government for evaluation prior to Design Approval.

Phase II

Fabrication, Test and Delivery of Equipment, to include Drawings, Manuals and Installation at a Government site.

No work may be performed on any aspect of Phase II prior to receipt of written approval by the Contracting Officer of the Final Design Report and notice to proceed with Phase II.

PERIOD OF PERFORMANCE:

The period of performance under this contract shall be 30 June 1965 to 31 July 1966.

DELIVERABLE ITEMS:

- Two (2) Universal Data Block Readers (Magnetic Tape Output)
- Reproducible Drawings and Specifications (Best Commercial Type) — *working drawings only*
- Engineering and Maintenance Manuals (Ten (10) copies)
- Monthly narrative reports to include:
 - Current status of work.

NAME OF CONTRACTOR

25X1A

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C O N F I D E N T I A L

GROUP 1
EXCLUDED FROM AUTOMATIC DOWNGRADING
AND DECLASSIFICATION

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3-58

(12-41)

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- b. Problem areas encountered
- c. Projected work for next monthly period
- d. Status of fund expenditures to end of monthly period
- e. Documentation of any verbal commitments and/or agreements with the Technical Representative of the Contracting Officer during the reporting period.

DELIVERY:

1. Two (2) copies of all reports required under this contract shall be forwarded direct to the Contracting Officer.
2. Three (3) copies of all reports required under this contract shall be forwarded to the Technical Representative of the Contracting Officer at the following address:

[Redacted Address Box] 25X1A

3. In the event any item under this contract is personally delivered to the Technical Representative of the Contracting Officer, a signed receipt, in duplicate, must be obtained from the said representative and one copy attached to any invoice submitted for reimbursement for such items. Failure to do so will result in suspension of payment, since the Disbursing Officer is prohibited from making payment without evidence of delivery.

CONSIGNEE ADDRESS:

Both units will be delivered and installed at Government sites in the Washington, D. C. area as directed by the Contracting Officer.

DELIVERY SCHEDULE:

1st Unit On or before 31 May 1966 *07 31 Dec 66*
 2nd Unit On or before 31 July 1966 *67 28 Feb 67*

CONTRACT COST:

[Redacted Cost Box] 25X1A

NAME OF CONTRACTOR

[Redacted Contractor Name Box] 25X1A

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2.		
CONTRACT FEE:		25X1A 25X1A
1.		
2.		
3.	The Contract Target Fee shall be subject to the application of a cost incentive on an *80-20 share line on all costs under or over target costs for Phase I and Phase II of this contract.	
	* Government Share	
4.	The contract fee shall be determined in accordance with the attached "ALLOWABLE COST, INCENTIVE FEE AND PAYMENT" clause, which is incorporated in and made a part of this contract, subject to negotiation of performance incentives and a contract price ceiling as follows:	
	a. When the Contractor has received approval of the Final Design Report, developed under Phase I of this contract, Performance Incentives will be negotiated for Phase II of this contract.	
	b. When the Contractor has received approval of the Final Design Report, and Performance Incentives have been negotiated for Phase II, a contract ceiling price will be negotiated.	
5.	In no event shall the fee for this contract be greater than twelve (12) percent nor less than six (6) percent of the target cost.	
GOVERNMENT FURNISHED PROPERTY:		
1.	It is understood and agreed that Government-owned computer facilities will be made available to the Contractor on a rental-free basis when required for verification of output tapes.	
2.	Certain Test Film, where not readily available to the Contractor from other sources, with codes specified by the Contractor, as approved by the Technical Representative of the Contracting Officer, required for engineering evaluation and test during Phase I of this contract will be furnished by the Government upon request by the Contractor subject to the aforesaid technical approval.	
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<u>CHANGE OF SCOPE:</u>		
<p>Whenever a redirection of effort is required not within the scope originally contemplated, the Contractor may appeal to the Contracting Officer for a written order to perform and a statement that an equitable adjustment in price will be made. Failure to appeal to the Contracting Officer before embarking upon the changed work will not afford protection of the right to additional compensation for such work.</p>		
<u>SECURITY:</u>		
<p>The reports and equipment to be delivered hereunder are CONFIDENTIAL.</p>		
<p>The association of the sponsor with the reports and equipment being procured hereunder is classified CONFIDENTIAL. This classified information shall be divulged only on a need-to-know basis and then only to those who have been authorized in writing by this Government component to have access to classified information. Correspondence originated by the Contractor and/or data to be submitted hereunder, the contents of which contain classified information, or refer to the name and/or address of the Contracting Officer shall be stamped by you with the classification of CONFIDENTIAL.</p>		
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